

AGREEMENT

between

TOWNSHIP OF ABERDEEN
MONMOUTH COUNTY, NEW JERSEY

and

SUPERIOR OFFICER'S ASSOCIATION
LOCAL NUMBER 163

JANUARY 1, 1994 THROUGH DECEMBER 31, 1997

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.....	1
1	COLLECTIVE BARGAINING PROCEDURE.....	2
2	RECONITION.....	3
3	SOA RIGHTS.....	4
4	RANK, POSITION AND APPOINTMENT.....	6
5	PROMOTIONS.....	7
6	SENIORITY ROSTER.....	8
7	SENIORITY.....	9
8	PRESERVATION OF RATES.....	11
9	RATES AND BASIS OF PAY.....	12
10	MEAL PERIODS.....	13
11	HEALTH AND SAFETY.....	14
12	EQUIPMENT AND SUPPLIES.....	15
13	SERVICE AWAY FROM HEADQUARTERS.....	16
14	ATTENDING COURT AND/OR HEARINGS.....	17
15	EMPLOYEE TRAINING.....	18
16	POSTING NOTICE.....	20
17	POSITIONS BULLETINED.....	21
18	REDUCING FORCES AND CHANGING TITLE OR NAME.....	22
19	PERSONNEL FILES.....	23
20	TRANSPORTATION.....	24
21	ASSOCIATION BUSINESS LEAVE.....	25
22	FIXED SHIFT ASSIGNMENTS.....	26
23	HOURS OF SERVICE AND OVERTIME.....	27
23.1	HOURS OF SERVICE AND OVERTIME.....	29

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
24	SICK LEAVE/PERSONAL LEAVE.....	31
25	INJURY LEAVE.....	33
26	BEREAVEMENT LEAVE.....	34
27	VACATIONS.....	35
28	HOLIDAYS.....	36
29	EDUCATIONAL INCENTIVE.....	38
30	LONGEVITY.....	40
31	LIFE INSURANCE.....	41
32	HOSPITALIZATION.....	42
33	DENTAL PLAN - PRESCRIPTION PLAN.....	43
34	UNIFORMS AND MAINTENANCE.....	44
35	SALARIES.....	46
36	CONTRACT PROVISIONS.....	47
37	PRINTING AGREEMENT.....	48
38	EMPLOYEE PERFORMANCE.....	49
39	NO-STRIKE PLEDGE.....	50
40	JOINT SOA - MANAGEMENT COMMITTEE.....	51
41	STARTING TIME AND DIFFERENTIAL.....	52
42	GRIEVANCE ADJUSTMENT PROCEUDRE - EMPLOYEE.....	53
43	MANAGEMENT RIGHTS.....	56
44	LEGAL ACTIONS AGAINST OFFICERS.....	57
45	DEFINITIONS.....	58
46	DURATION OF CONTRACT.....	61

PREAMBLE

This Agreement made this day of , 1996, by and between the TOWNSHIP OF ABERDEEN, a Municipal corporation hereinafter referred to as Employer, and ABERDEEN TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 3163 - SUPERIOR OFFICER'S ASSOCIATION (SOA) acting as bargaining agent for the Police Sergeants employed by the Township, hereinafter referred to as Officers, is designed to insure that all persons and property coming within the jurisdiction of Aberdeen Township shall have sufficient and professional police officers, trained and equipped to detect and prevent crime and protect the life and property of all said persons. Therefore, the following Articles are proposed to insure that, in addition to the above, the individual police officer has certain rights and privileges providing him proper and safe working conditions, equipment, work schedules, benefits, pay scales, and other agreements with his employer, so as to induce the officer to remain a member of the Aberdeen Township Police Department and enable him to serve the residents of Aberdeen Township with vigor and justice.

ARTICLE I
COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining covering those subjects as may be mutually agreed upon between the parties hereto for inclusion in this Agreement shall be conducted by the duly authorized bargaining agent(s) of each party.

B. The Township Manager and/or such other person as may be designated and empowered by the Township Council shall be the bargaining agent of Employer.

C. A bargaining committee designated by the members of the SOA shall be the bargaining agent of said SOA. The Committee members shall be permanent members of the Aberdeen Township Police Department.

D. Collective bargaining meetings shall be held at the request of either party as such times and places as may be mutually agreed upon.

ARTICLE 2
RECOGNITION

The Employer hereby recognizes the SOA as the sole and exclusive bargaining agent for Sergeants of the Aberdeen Township Police Department, hereinafter referred to as Officers.

ARTICLE 3
SOA RIGHTS

A. The wide ranging powers and duties given to the Police Department and its member officers involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the action or inaction of a particular member of the Department and require investigation.

B. In an effort to insure that any investigations are fairly and equitably conducted in a manner conducive to good order and discipline, the following guidelines are hereby adopted.

1. The interrogation of a member shall be at a reasonable hour, preferably when the member is on active duty.

2. The member shall be informed of the nature of the investigation before interrogation commences, including the name of the complainant. If the informant or complainant is anonymous, then the member shall be immediately advised. Sufficient information to reasonably appraise the employee of the allegations shall be stated or set forth, in writing, if requested. If it is known that the member is being questioned as a witness only, he shall be so informed orally or set forth in writing at the initial contact.

3. During interrogations and/or questioning, reasonable respites shall be allowed for personal necessities, meals, telephone calls and rest.

4. The complete interrogation and/or questioning of the member shall be recorded mechanically unless the member waives said recording. The cost of the stenographic record (a certified shorthand reporter) shall be borne by the party requesting same. A member shall not be compelled or required to answer "off the record" questions.

5. The member shall not be subject to any offensive, uncivil

language nor shall there be threats of transfer, dismissal or other disciplinary punishment for failure to respond to either questions or to allegations. No promise of reward shall be made as an inducement to answering any questions. Nothing herein shall be construed to prevent the investigator from informing the member of the consequences of a finding of guilt of any alleged charge requiring a disciplinary action.

6. If a member is under arrest or is likely to be, if the person is suspect or the target of a criminal investigation, he shall be given his individual constitutional rights in accordance with Due Process of Law.

7. During any interrogation, the member may have a representative of the SOA present and/or legal counsel (at his expense). The member shall have the right, upon request, to consult with his legal representative and/or the SOA representative before responding to a question concerning the violation of Departmental Rules, Regulations and the Laws of the Federal, State and Municipal Government during the Interrogation.

(
ARTICLE 4

RANK, POSITION AND APPOINTMENT

shall set forth, as part of this Agreement, for every position held on and authority of every title or assignment held by an officer uniform required for every officer. Further, the Employer shall set standards to establish the minimum standards by which an officer may rank, position and/or appointment. change in the rules governing these positions, ranks and/or adding of additional positions or changes in the aforesaid ed.

ARTICLE 5
PROMOTIONS

All provisions of Civil Service shall govern promotions.

ARTICLE 6
SENIORITY ROSTER

The Employer shall, at the end of each year, supply the SOA with a list, by seniority, of all Police Department employees showing:

Name
Date of Employment
Position Held
Rank, Title, Assignment
Date appointed to position, Rank, Title
Assignment
Annual Base Salary
Sick Time accrued through the end of the year
Holiday payment or days off
Longevity Payment
Other pay or benefits received
Incentive days earned

Such list shall be provided on or before January 15th of the following year.

ARTICLE 7

SENIORITY

A. All provisions of Civil Service shall apply in selection of appointees, testing and advancement in rank.

B. Seniority shall commence and become fixed at the date of permanent Civil Service appointment as a full-time police officer with the Aberdeen Township Police Department.

C. Every officer shall be advised of the position on the seniority roster when permanently appointed. When two (2) or more officers are permanently appointed at the same time, seniority status shall be assigned to each officer based upon his Civil Service test score, if equal, then by age; these being equal, then by alphabetical order.

D. Seniority in a position of rank, Sergeant and above, shall be the date of permanent appointment to that rank. If two (2) or more officers shall have been permanently appointed to a rank on the same date, then seniority in rank shall be based upon the date of his permanent appointment to the Police Department.

E. Positions, work schedules, duties, assignments or transfers which are not covered by Civil Service may be bid for by application to the Chief of Police. The officer having highest seniority shall have preference whenever officers are equally qualified in fitness and ability, provided that the Chief of Police determines, during the review process, that the officer with seniority would be most suited for the job in the best interests of the Township. Whenever officers of equal rank submit a bid under this procedure, the officer with seniority in rank shall have preference, subject to the

Chief's determination as herein provided.

F. Upon compliance by Employer with Civil Service requirements or regulations, and except as hereinabove set forth, when two or more officers qualify for appointment, seniority shall be considered.

ARTICLE 8
PRESERVATION OF RATES

A. Officers temporarily assigned by the Employer or the Chief of Police to a higher rank shall receive the higher rate of pay and all benefits of that rank while occupying such rank. At no time will such temporary assignment to a higher rank exceed one hundred eighty (180) calendar days. Employer shall at the time of such temporary assignment request a Civil Service examination to fill any rank which is vacated by an officer by reason of retirement or dismissal. Employer retains the right, however, to abolish a position to which a temporary appointment has been made.

B. Officers temporarily assigned to a lower rank with less pay or benefits shall not have their pay and/or benefits reduced. Assignments to a lower rank or work schedule shall not exceed five (5) calendar days per month except in case of emergency.

ARTICLE 9
RATES AND BASIS OF PAY

Officers covered by this Agreement shall be paid bi-weekly at a rate determined by dividing the annual salary by twenty-six (26) pay periods.

The base hourly rate of pay shall be determined by dividing the annual salary by 2,080 hours.

ARTICLE 10
MEAL PERIODS

A. Where regular operation requires continuous service, that is, where officers work eight (8) consecutive hours, each officer shall have at least thirty (30) minutes away from work without deduction of pay, as a meal period, except in case of emergency.

B. Where regular operation is not necessary and service may be suspended for a meal period, the scheduled meal period shall be between the third (3rd) and sixth (6th) hours of scheduled duty and shall not be less than thirty (30) minutes or more than one (1) hour. These meal periods further shall on day shift be between eleven o'clock (1100) a.m. and one o'clock (1300) p.m. and on afternoon shift between four-thirty o'clock (1630) p.m. and seven o'clock (1900) p.m., except in case of emergency.

ARTICLE 11
HEALTH AND SAFETY

A. The Employer shall take all necessary precautions to safeguard the health and safety of all Aberdeen Township Police Department employees.

B. If an officer is found to be unfit to perform his duties, he may either be continued on sick leave as provided in sick leave Article 24, or the officer may choose to take disability retirement, if eligible. Council and/or Manager reserves such rights under the law, as they may have relative to involuntary disability retirement.

C. Whenever contact or combat with a person who may have a communicable disease, or in any way affects an officer physically or mentally while on duty, the officer shall receive all medical aid, examination and treatment as may be necessary at no expense to that officer. When requested by the officer, such aid and treatment shall be given before being relieved of duty.

D. For the health and safety of all officers, the employer shall provide ongoing, in-service education regarding exposure to AIDS and any other communicable diseases. The employer shall provide any protective equipment needed to safeguard the health of all officers against such diseases.

ARTICLE 12
EQUIPMENT AND SUPPLIES

Employer shall be responsible for supplying all necessary equipment and supplies to perform the functions or duties of every officer as may be determined by the Township Manager.

ARTICLE 13
SERVICE AWAY FROM HEADQUARTERS

A. Officers assigned to special details away from their regularly assigned place of employment shall be paid from the time they leave their home, except where first required to report to Headquarters.

B. Payment shall include waiting and traveling time. Travel allowances on official business shall be given in accordance with the following schedule and may be drawn by the officer prior to departure in an amount not less than \$35.00 for each 24 hour period. Actual expenses must be submitted to the Township Manager by voucher within five (5) working days of officer's return to regular duty and, subject to Manager's approval of voucher, shall be paid to the officer within seven (7) working days of Manager's receipt of voucher.

C. If, while officer is on special assignment, he is completely relieved from duty or assignment for a rest period, officer shall not be compensated for such period of time. However, no officer shall be paid for less than eight (8) hours per day for each calendar day spent on special detail as aforesaid.

ARTICLE 14
ATTENDING COURT AND/OR HEARINGS

A. All officers required by virtue of their employment to appear in court or at official hearings shall be compensated at the appropriate rate of pay. In addition, such officers shall be reimbursed for their related expenses which shall include, but not be limited to mileage (\$20/mile), meals and lodging.

B. The above provisions shall also apply to all court appearances and attendance at official hearings when the officer's presence is required under subpoena, or otherwise ordered by a superior officer.

C. Officers shall advise their immediate superiors, in writing, prior to the time they are required to appear. Subsequent to their appearance, officers shall advise their immediate superiors of their appearance setting forth location and time spent, regular assignment and expenses incurred. Expenses shall be detailed on a separate voucher.

All notice forms shall be supplied by Employer.

ARTICLE 15
EMPLOYEE TRAINING

A. The Township and the SOA agree that training is an integral function of management and as essential requirement for all employees to promote acceptable and increased levels of competence.

B. The SOA agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their occupation as provided to the SOA by the Township.

2. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training, which shall be during a regular tour of duty or if otherwise, compensated for at appropriate rate of pay.

3. Utilizing and sharing with fellow employees new skills acquired through training.

C. The Township Manager and the Chief of Police will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.

D. The Township Manager, Chief of Police and the SOA agree to meet, upon written notice of either party, to consider training and development programs for employees covered by the Agreement. Such programs as required by management shall include full reimbursement by the Township for approved courses which are

completed by employees as part of employee training programs.

E. When scheduled to attend a firearms training session during off-duty hours, officers will be compensated for up to three (3) hours' pay at a time and one-half rate. In the event a fourth (4th) hour is needed to qualify at the range, said officer shall be paid at his straight time rate.

ARTICLE 16
POSTING NOTICE

The Employer shall provide a bulletin board with sufficient space in an accessible place. Posting will be restricted for use of the SOA. When articles herein require the Employer to post notices, he shall do so by providing SOA Local #163 with the copy and post a copy on the above bulletin board.

ARTICLE 17
POSITIONS BULLETINED

Whenever a Civil Service test is being applied for, or whenever an appointment not covered by Civil Service is contemplated, the Employer shall provide SOA with notice thereof, and when known, shall post the date of test, or appointment and a list of qualifications for the position. A list of the persons being considered for the position shall be posted not less than fourteen (14) days prior to the effective date the position is to be filled.

ARTICLE 18

REDUCING FORCES AND CHANGING TITLE OR NAME

A. When reducing forces through lay-offs, provided fitness and ability are equal, seniority, in inverse order, shall govern displacement. At least thirty (30) days advance written notice shall be given the affected officers and be posted.

B. Those officers affected by elimination of positions whose seniority rights entitle them to regular employment, shall, within five (5) days from receipt of the above notice, notify the Employer of their intent to exercise their seniority and the date they will start work in such position. Unless the officer so notifies the Employer within five (5) calendar days from the date his position was abolished, the officer's right to seniority is waived. All other displaced officers whose seniority rights entitle them to regular employment must similarly exercise their seniority rights within five (5) days from the date they are notified of displacement or their seniority rights will be waived. In the event a position in rank is to be eliminated, that person with the least seniority in rank shall be entitled to exercise his seniority rights to place men in the next lowest rank.

C. When new rank, department, bureau or position is organized to take over any work now being performed in any other office, department, bureau, position or rank; or if any division or combination of offices, departments, bureaus, positions or ranks is made the new organization or entity resulting from the above change shall be posted and filled from the officers on the basis of seniority.

D. Furloughed (not suspended or dismissed) officers, except those laid off during their probationary period, shall be recalled and returned to service on the basis of their individually affected seniority prior to the employment of new officers.

ARTICLE 19
PERSONNEL FILES

It is agreed that an employee of the Police Department shall have the right to see his personnel file in the presence of a superior officer upon written request. If the officer, after examination, is dissatisfied with anything in the file because he believes the contents to be unsubstantiated, irrelevant, incomplete, inaccurate, etc., he may, if unable to correct this matter within the Department, follow procedures set forth in Grievance Procedures, Article 42, commencing with Step #2.

ARTICLE 20
TRANSPORTATION

A. Officers not supplied with department vehicles or not having department vehicles available when needed to perform their assigned or required duties may use their own vehicle or other vehicle of their choice upon prior approval of the Chief of Police or the Township Manager.

B. If required to leave duty, or when off duty required to answer a subpoena, unless department vehicle is made available for that purpose, an officer may use his own vehicle or a vehicle of his choice upon prior approval of the Chief of Police or the Township Manager.

C. Whenever a vehicle other than a department vehicle is used by an officer, the employer shall compensate said officer at the rate of \$.20 cents per mile. The Employer shall provide such forms as it may need for this reported vehicle use. Such reimbursement shall be made to the officer within fourteen (14) days of written notice of use.

ARTICLE 21
ASSOCIATION BUSINESS LEAVE

A. The Employer shall permit members of the SOA, Local #163 Grievance Committee (up to three [3] officers) to conduct business of that committee during the duty hours of the committee members without loss of pay. This business shall include, but not limited to, conferring with employees in reference to grievances, meeting with the employer and their designated officials in accordance with the grievance procedures set forth in this contract with the prior approval of the Chief of Police and/or Manager.

B. The Employer shall permit members of the SOA, Local #163 Negotiating Committee to attend collective bargaining meetings during the duty hours of the committee members without loss of pay with the prior approval of the Chief of Police and/or Manager.

C. The Employer agrees that the Chief, or his designated alternate, shall be granted time off without loss of pay to attend, in official capacity, as representatives of Aberdeen Township Police Department and Local #163, funerals for police officers who have given their lives in the course of their duties as police officers.

ARTICLE 22
FIXED SHIFT ASSIGNMENTS

A. Regular shift assignments shall have a fixed starting time with specified days off and shift to be worked and shall not be changed indiscriminately. At least 48 hours advance notice, in writing or by posting, must be given to officers affected or who may be affected when a change is contemplated.

B. Officers may, upon written notice of contemplated change and for a period of five (5) days after effective date of change, exercise their seniority rights to any other position held by a junior officer within that assigned division, rank, assigned group or title.

C. Any junior officer so displaced by another senior officer may also exercise their seniority rights in the same manner and must do so within forty-eight (48) hours of receiving written notice that he has been displaced or accept assignment or change imposed by the employer.

ARTICLE 23
HOURS OF SERVICE AND OVERTIME

A. Officers necessary for continuous operation, who are regularly assigned to such work schedules or service, shall be assigned to five (5) consecutive work days and the following two (2) days in the seven-day week shall be regular assigned days off. Not less than two (2) consecutive days off shall be assigned except in the case of any emergency.

1. Eight consecutive hours, inclusive of meal period, shall constitute a day's work for which eight (8) hours compensation shall be paid.

2. All time worked beyond eight (8) hours in any one (1) work day or beyond forty (40) hours in any one (1) work week shall be considered overtime and compensated for at one and one-half (1-1/2) times the officer's regular rate of pay, except that no overtime shall be paid when the officer doesn't work his regular assigned eight (8) hour shift due to sickness, but works a different eight (8) hour shift within his regular work day.

3. All time worked on a day off shall be compensated for at one and one-half (1-1/2) times the officer's regular rate of pay.

4. Officers called to work for a full shift prior to the start of their regular assigned shift shall be compensated at the rate of one and one-half (1-1/2) their regular rate of pay for any such time worked, provided they are willing to complete their assigned shift.

5. Officers specifically placed on call by order of the Chief or Township Manager and specifically required to remain at home during such period, shall be compensated at the rate of one-half (1-2) their regular rate of pay for such hours spent on call.

6. All overtime shall be authorized by the Chief or his designated

officers in charge as specified in the Standard Operating Procedure of the Department.

B. Employer shall post notice of all overtime when it is known to be required at least twenty-four (24) hours in advance of the start of overtime so as to allow officers to exercise their seniority rights relating to working such overtime period.

1. All officers have the responsibility to work any and all overtime upon request of employer or officers' immediate superior.

2. In the event that an overtime position becomes available within the twenty-four (24) hours notice, the overtime will be offered to the off-going shift.

3. In the event no personnel of the off-going shift wants the overtime, then the seniority list will be called.

4. In the event no personnel of the seniority list is available or wants the overtime, then personnel from the off-going shift shall be required to stay, accept the overtime, in order to maintain a full shift.

5. In the case of emergency, overtime shall be covered as fairly and expeditiously as possible without prejudice or favoritism.

C. All overtime shall first be offered to regular members of the Police Department for regular scheduled police duties. Special officers or similar personnel shall not be used for regular scheduled police duties.

D. It shall be understood between the parties that the Township shall implement a new work schedule for the patrol division which shall effectuate a four (4) on and four (4) off work week on a ten (10) hour day. (Article 23.1)

It is further understood between the parties that this schedule shall be implemented on a trial basis and in the event the schedule is eliminated then the specifications of hours and assignments shall return to the specifications as contained within this Article of the Collective Bargaining Agreement.

ARTICLE 23.1

HOURS OF SERVICE AND OVERTIME

A. Officers necessary for continuous operation, who are regularly assigned to such work schedules or service, shall be assigned to tour (4) consecutive work days and the following tour (4) days shall be regular assigned days off. Not less than tour (4) consecutive days off shall be assigned except in the case of an emergency.

1. Ten (10) consecutive hours, inclusive of meal period shall constitute a day's work for which 10 (ten) hours compensation shall be paid.

2. All time worked beyond 10 (ten) hours in any one (1) work day or beyond forty (40) hours in any one (10) work week shall be considered overtime and compensated for at one and one-half (1-1/2) times the officer's regular rate of pay, except that no overtime shall be paid when the officer doesn't work his regular assigned 10 (ten) hour shift due to sickness, but works a different 10 (ten) hour shift within his regular work day.

3. All time worked on a day off shall be compensated for at one and one-half (1-1/2) times the officer's regular rate of pay.

4. Officers called to work for a full shift prior to the start of their regular assigned shift shall be compensated at the rate of one and one-half (1-1/2) their regular rate of pay for any such time worked, provided they are willing to complete their regular assigned shift.

5. Officers specifically placed on call by order of the Chief or Township Manager and specifically required to remain at home during such period, shall be compensated at the rate of one-half (1-2) their regular rate of pay for such hours spent on call.

6. All overtime shall be authorized by the Chief or his designated officers in charge as specified in the Standard Operating Procedure of the Department.

B. Employer shall post notice of all overtime when it is known to be required at least twenty-four (24) hours in advance of the start of overtime so as to allow officers to exercise their seniority rights relating to working such overtime period.

1. All officers have the responsibility to work any and all overtime upon request of employer or officers' immediate superior.

2. In the event that an overtime position becomes available within the twenty-four (24) hours notice, the overtime will be offered to the off-going shift.

3. In the event no personnel of the off-going shift wants the overtime, then the seniority list will be called.

4. In the event no personnel of the seniority list is available or wants the overtime, then personnel from the off-going shift shall be required to stay, accept the overtime, in order to maintain a full shift.

5. In the case of emergency, overtime shall be covered as fairly and expeditiously as possible without prejudice or favoritism.

C. All overtime shall first be offered to regular members of the Police Department for regular scheduled police duties. Special officers or similar personnel shall not be used for regular scheduled police duties.

ARTICLE 24

SICK LEAVE/PERSONAL LEAVE

A. SICK LEAVE

1. All officers shall be credited with one and one-quarter (1-1/4) days sick leave per month or fifteen (15) accumulated sick days per year.

2. Sick leave shall be cumulative from year to year and shall be posted annually as indicated in Article 7 - Seniority Roster.

3. The SOA and its membership agree to cooperate to the best of their ability to minimize sick leave.

4. Where an officer uses no sick leave during either six (6) month period (January 1st - June 30th or July 1st - December 31st) in a calendar year, he shall be entitled to one (1) non-accruable incentive day leave for each six month period. In the event an officer does not use any sick days during the full calendar year, he shall earn a third (3rd) non-accruable incentive day off. Said leave to be scheduled no later than six months after date earned with permission of the Chief of Police.

5. Each employee shall receive a lump sum payment for one-half (1-2) of all earned and unused accumulated sick leave which is credited to him on the effective date of his retirement from the Aberdeen Township Police Department as prescribed by the N.J. Police and Firemen's Retirement System in the manner and to the extent provided for herein.

a. Such supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the employee's base salary received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00 (Twelve Thousand Dollars).

Effective January 1, 1997 the maximum lump sum compensation shall be \$15,000.00 (Fifteen Thousand Dollars).

b. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way effect, increase, or decrease any pension or retirement benefits to such retired employees.

c. An employee who incurs a separation in service for any reason except that due to temporary lay-off shall have his accumulated sick leave computed only from the date of return to employment.

d. In the event of an employee's death after the effective date of his retirement or before payment is made, the payment shall be made to his estate.

e. The officer intending to request compensation for accumulated sick time under this section in the year of his retirement, shall notify the Township Manager, in writing, not later than December 15th of the preceding year.

B. PERSONAL LEAVE

Each officer shall have the right to use up to three (3) days per year as personal leave without loss of pay for the transaction of personal business. The officer must, except under emergent conditions, give his department head three (3) days notice of his intention to take such a personal day.

ARTICLE 25
INJURY LEAVE

A. A leave of absence as a result of injury or illness or disease incurred in the line of duty may be granted by the Council for a period up to one (1) year with full pay in accordance with Township Ordinance Section 3-4.5 provided the officer applies, in writing, to the Township Manager. When such action is taken by Council, the officer shall not be charged any sick leave time lost due to such injury.

B. Where the officer receives pay benefits through any policy of workers compensation, said benefits (pay) shall be paid to the Township of Aberdeen.

C. In the event that an employee contends that he is entitled to a period of disability (job related) beyond the period established by the treating physician, or a physician employed by the Township or by its workers compensation insurance carrier, then in that event, the burden shall be on the employee to establish the extended period of disability by way of a judgment in the Division of Worker's Compensation or by the decision of a court of competent jurisdiction at his cost and expense.

D. In the event that an employee-employer dispute occurs as to whether an absence shall be designated as sick leave or as an injury on duty, i.e., sickness, job-related injury or disease-illness, then the employee and employer shall be bound by the decision of the appropriate division of Worker's Compensation or the decision of a court of competent jurisdiction.

E. An employee claiming to be eligible for job-related injury or disease must submit to the Chief of Police or Township Manager, within twenty-four (24) hours, or such additional period of time permitted by the Township Manager, a medical doctor's certificate as to his or her medical disability.

ARTICLE 26
BEREAVEMENT LEAVE

A. Leave with pay, not exceeding five (5) days, shall be granted to any officer in the event of a death in his immediate family, which includes:

1. Officer's spouse, child, parent, brother, sister.
2. Child, parent, brother, or sister of his spouse.
3. Any other relative permanently living under the same roof as employee.

B. Employee shall be granted up to one (1) day off with pay per year to attend the funeral of any other relative.

C. Such leave will not be charged against the officer's sick leave.

D. The employee exercising the above bereavement leave must attend the funeral services in order to qualify for the leave.

ARTICLE 27

VACATIONS

A. Employer agrees to grant vacations to all members of the Police Department in accordance with the following schedule:

1. Employees with less than one (1) year of service shall receive one (1) paid vacation day for each month of service, provided the probationary period has been completed. There will be no vacation accrued for any employee dismissed during the probationary period.

2. Employees with one (1) year or more of service shall receive twelve (12) days paid vacation for each year, plus one (1) day per year after the first year to a maximum of fifteen (15) days.

3. Employees with fifteen (15) years or more of service shall receive twenty (20) days paid vacation per year.

4. Employees with twenty (20) years or more of service shall receive twenty-two (22) days paid vacation per year.

B. Vacation time may not be accumulated for a period past the vacation year without the written consent of the Township Manager, and in no event accumulated for more than the following vacation year.

1. It is further understood and agreed that the officer shall have the option to request payment for five (5) days unused vacation time, only in lieu of the using of the earned vacation period.

2. The exercise of said option shall be requested in writing to the Township Manager no later than January 1st of the year in which the vacation accrues, and payment shall be made no later than December 15th of that year.

C. A vacation year is that period between January 1st and December 31st.

ARTICLE 28

HOLIDAYS

A. Employer agrees to guarantee all officers payment for the following holidays which shall be equal to eight (8) hours at the officer's regular straight time rate of pay although no work is performed on such days:

New Year's Day	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving
Good Friday	Friday after Thanksgiving Day
Memorial Day	1/2 Day before Christmas Day
Independence Day	1/2 Day before New Year's Day
Labor Day	Christmas Day
Columbus Day	Martin Luther King's Day

B. Payment for the above days shall be made on the first pay day during the month of December. In addition to the holidays set forth above, all officers shall be entitled to such additional holidays as may be granted to any other Township employee by declaration of the Township Council. This holiday shall be taken on a day mutually agreeable to the employee and the Chief of Police provided that operational needs of the Police Department and the Township are not thereby impaired. In the event such time off cannot be granted or cannot be mutually agreed upon, the employee shall be compensated by a day's pay at regular straight time rates prior to the end of the calendar year.

C. An officer who is regularly scheduled to work on a holiday shall be paid straight time for working that holiday. An officer working on a holiday and not regularly scheduled to work that day shall be paid one and one-half (1-1/2) times his regular salary for working that holiday, in accordance with the overtime provision of this Agreement.

D. An employee who is terminated or voluntarily terminates his employment

shall be entitled to holiday pay based upon the actual holidays elapsed to the date when separation becomes effective.

ARTICLE 29
EDUCATIONAL INCENTIVE

A. Tuition Reimbursement:

1. Employer shall reimburse all officers within fourteen (14) days for the actual tuition cost for any college course in law enforcement or police science receiving prior approval by the Township Manager and satisfactorily completed. The employee shall give forty-five (45) days prior written notice to the Township Manager of his intention to seek reimbursement for said courses(s).

2. Prior to commencing work on a college degree in law enforcement or police science, the member must receive written approval from the Township Manager that the course major is acceptable for tuition reimbursement. Said compensation shall be subject to the following provisions:

- a. Course must be taken on employee's time (off-duty hours).
- b. Course must be given by a college or university accredited by a recognized accrediting association.
- c. Course must be credited toward a police science or law enforcement degree.
- d. No compensation shall be given for course work receiving a grade of below "C".
- e. Members will be responsible for supplying the Manager's office with a copy of the transcript of eligible course completed prior to reimbursement.

B. College Credit Compensation:

1. Officers with the following degrees in police science, police

administration or other related subjects shall have the sums hereinafter set forth added to said officer's annual base salary:

Associate Degree (60 credit hours).....	\$650.00
Bachelor's Degree (128 credit hours).....	\$800.00
Master's Degree (prerequisite of Bachelor's Degree plus 30 hours of credit).....	\$1,150.00

Compensation previously approved shall remain effective.

ARTICLE 30

LONGEVITY

A. Longevity payments shall be made in accordance with the following schedule effective January 1, 1995:

1.	6 years to 10 years of service.....	\$1,000.00
2.	11 years to 15 years of service.....	\$1,307.00
3.	16 years to 20 years of service.....	\$1,606.00
4.	21 years to 25 years of service.....	\$2,000.00
5.	26 years + service.....	\$2,150.00

B. Effective January 1, 1989, longevity shall be added to each officers base salary for the purposes of payment in the officers regular bi-weekly paychecks. The parties agree that overtime and holiday pay shall be computed including longevity payments.

C. An employee earns the longevity increment in the year he or she reaches the aforementioned plateau, based upon the anniversary date of employment. Upon reaching the plateau aforementioned, the employee commences to receive a pro-rata increment toward the next plateau in accordance with the following formula:

Monthly prorate x months of service + present income.

Example: (Using only the 5th year as a model and the 1980 figure): An employee, completion of his or her fifth year on June 30, 1981, has earned \$585. For the additional six months he would receive a pro-rata amount of \$4.58 per month or a total yearly payment of \$510.50 longevity increment.

D. Upon resignation, termination or retirement, an employee shall be entitled to the longevity payment for the current year pro-rated upon the number of months worked in the calendar year in which the separation becomes effective.

ARTICLE 31
LIFE INSURANCE

A. Employer shall insure all full-time regular members of the Police Department with life insurance in the amount of \$10,000.00 with the beneficiary to be designated by the officer.

B. Life insurance furnished by the Employer shall continue to be furnished by the Employer to full-time regular members of the Police Department and also any retired police officer from the date of his retirement as defined by the Police and Fireman's Retirement System until the death of such officer.

C. In addition, said life insurance coverage shall be continued by the Employer from the date of the officer's retirement, as hereinabove defined through his 69th birthday.

ARTICLE 32
HOSPITALIZATION

A. Employer shall provide Blue Cross and Blue Shield or equal including Rider "J" for all regular full-time officers and eligible dependents with full premiums paid by Employer. The Township shall provide the Blue Cross/Blue Shield "14/20" plan at no additional cost to officers and dependents.

B. Employer shall continue the present Major Medical Plan for all officers and eligible dependents with full premiums paid by employer.

C. Employer shall continue all of the above coverage for the eligible dependents of an officer killed in the line of duty or as a result of the officer's employment for a period of one year after such demise.

D. An Employee who retires after twenty-five (25) years of service credited in the Police and Firemen's Retirement System of New Jersey or the Public Employees Retirement System of New Jersey, shall be provided with full benefits, the same as active employees, in the New Jersey Health Benefits Program or any other Health Benefits Program entered into by the Township of Aberdeen affecting Superior Officers in this unit.

E. Effective January 1, 1996 the following co-payments shall be made on insurance premiums for all current bargaining unit members, including those who retire during the term of this Agreement: Hospitalization (Family Coverage) \$22.00 monthly.

ARTICLE 33

DENTAL PLAN - PRESCRIPTION PLAN

A. The Employer shall make available to all members either a dental plan or prescription insurance plan.

B. The Employee shall elect a dental plan for himself or alternatively a prescription plan for himself and dependents. The cost shall be paid by the Employer.

C. The Employer shall provide each Employee choosing the dental plan option with dental plan coverage known as Plan 1A, New Jersey Dental Plan, or the equivalent of the coverage so described.

D. The Employee shall exercise his option within thirty (30) days after the execution of the agreement by both parties or, thereafter, within thirty (30) days change in marital status. Upon exercise of said option, it shall become fixed and not subject to change.

E. The dental or prescription insurance coverage shall become effective in compliance with requirements of the aforesaid insurance company. Pursuant to the prescription plan, the employee shall be obligated to pay the first dollar of each prescription filled.

F. A new employee shall exercise this option at his anniversary date of employment.

G. Effective January 1, 1996, the following co-payments shall be made on insurance premiums for all current bargaining unit members, including those who retire during the term of this Agreement.

Dental	\$ 8.44 monthly
Prescription	\$22.00 monthly

ARTICLE 34
UNIFORMS AND MAINTENANCE

A. All initially issued uniforms or changes in and additions to uniforms shall be specified and supplied by Employer at its expenses. Uniforms and equipment shall remain the property of Employer.

B. Employer shall specify on Schedule A attached hereto, every item of equipment and uniform to be used by each officer and/or worn or carried while on duty at the officer's assigned post, rank, appointment or title exclusive of socks and underwear. Every officer shall replace his own uniform when required by the Chief of Police or his designated ranking officers. Each officer shall be responsible for all non-job connected loss or damage to issued uniforms or equipment and shall make every reasonable effort to keep and maintain all uniforms and equipment in good condition.

C. Effective January 1, 1996, all full-time regular officers, except probationary officers, shall receive a maintenance allowance of Nine Hundred Ninety Five (\$995.00) Dollars. Said sum shall be paid to the officer on or before April 15th of each year. Probationary officers will receive Twenty (\$20.00) Dollars per month minimum maintenance allowance for all months remaining in the first calendar year of employment required to adjust them to the above schedule. An annual maintenance allowance as above described shall be similarly paid to all full-time regular officers required by the Chief of Police to wear street clothes, in lieu of uniforms in the performance of their duties.

D. Upon resignation or termination, the Employee shall return to the Employer the pro-rated unused maintenance allowance.

E. All special equipment or clothing of a defensive or protective nature required by Employer shall be supplied and maintained by Employer.

F. All uniforms will be inspected by the Chief of Police or his designated representative from time to time during this year to insure proper condition, cleanliness and uniformity.

ARTICLE 35

SALARIES

A. Base salaries payable to all full-time regular officers for the years 1994 through 1997 shall be in accordance with the following schedule with retroactive salaries being paid consistent with past practice within the Township of Aberdeen.

	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
Sergeant	\$48,398.00	\$50,576.00	\$52,599.00	\$54,309.00

B. Additional \$1,000.00 (One Thousand) Dollars shall be provided to any Superior Officer assigned to the position of Director of Operations. Upon implementation of the departmental reorganization plan, the additional duty stipend for the Director of Operations shall be increased to \$1,750.00 (One Thousand Seven Hundred and Fifty) Dollars in recognition of the additional duties and responsibilities attached to that position pursuant to the reorganization.

C. Detective Stipend

All Superior Officers assigned to the Detective Division shall receive the sum of \$800.00 (Eight Hundred) Dollars in addition to their annual salary.

D. The Sergeant assigned to be the senior range officer shall receive a stipend of \$500.00 (Five Hundred) Dollars in addition to an annual salary.

ARTICLE 36
CONTRACT PROVISIONS

A. In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. In the event any provision herein runs contrary to existing law, said provision shall be deemed inoperative and the existing law shall apply.

B. This contract contains the entire agreement of the parties and no representations have been made between the parties except as herein provided.

C. Where the employer through its Township Manager by executive order or direction seeks changes in the working conditions heretofore in effect, said proposed change shall be negotiated in accordance with the rules of collective bargaining.

ARTICLE 37
PRINTING AGREEMENT

This Agreement shall be reprinted by the Employer and each officer coming within its scope shall be entitled to one copy of it at no expense.

ARTICLE 38
EMPLOYEE PERFORMANCE

A. The SOA agrees to support and cooperate with the Township of Aberdeen in improving employee performance. In furtherance thereof, the SOA shall encourage all employees to:

1. Be in attendance and punctual for scheduled work hours;
2. Give such effort to their work as is consistent with the requirement thereof;
3. Avoid waste in the utilization of materials and supplies;
4. Maintain and improve levels of performance;
5. Cooperate in the insallation of methods and technological improvements and suggest other improvements where possible;
6. Assist where possible, in building good-will between the Township of Aberdeen, the SOA and the public at large.

B. The SOA recognized that it is the responsibility of the Chiet of Police and Township Manager to determine levels of performance for employees, and to establish standards and methods to provide services to the public in the most efficient manner possible. The SOA pledges its cooperation in the attainment of such standards and methods.

ARTICLE 39
NO-STRIKE PLEDGE

A. During the term of this Agreement, the SOA agrees on behalf of itself, its members and all the employees it represents, that there will be no strike. In addition, no collective action will be taken which will place the health, safety or welfare of the public in jeopardy.

B. A strike shall constitute sufficient grounds for the termination of employment of such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township of Aberdeen in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such strike by the SOA or its members.

ARTICLE 40

JOINT SOA - MANAGEMENT COMMITTEE

A. A committee consisting of the Township Manager or his designee and the SOA shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said committee will meet when necessary. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings.

B. The purpose and intent of such meetings is to foster good employment relations through communication between the Township and SOA on such matters as

1. Discussion of questions arising over the interpretation and application of this Agreement;
2. Disseminating general information of interest to the parties;
3. Giving SOA representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit;
4. To notify the SOA of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit;
5. The promotion of education and training;
6. The elimination of waste and the conservation of materials and supplies.
7. The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

ARTICLE 41

STARTING TIME AND DIFFERENTIAL

A. Since continuous service is required where three (3) consecutive shifts are worked covering a twenty-four (24) hour period, the starting time of each regularly assigned shift shall be between the following hours shown and shift names shall be:

<u>SHIFT</u>	<u>STARTING TIME</u>
Day Shift	Between 0700 and 0900
Afternoon Shift	Between 1500 and 1700
Midnight Shift	Between 2300 and 0100 (Midnight)

1. No regularly assigned shift will start between one o'clock a.m. (0100) and six o'clock a.m. (0600).
2. Whenever daylight savings laws apply, the hours may be changed to meet such laws without payment of overtime.

ARTICLE 42

GRIEVANCE ADJUSTMENT PROCEDURE - EMPLOYEE

A. PURPOSE:

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement as to an Employee.

2. Nothing herein contained shall be construed as limiting the right of an Employee having a grievance to discuss the matter informally with any supervisor of the departments and having the grievance adjusted without formal proceedings.

3. Pending the grievance and the final disposition, the Employee shall continue to work in a regular and orderly manner without interruption.

B. DEFINITION:

1. The term grievance as used herein means a complaint by an individual Employee, group of Employees or the SOA concerning the interpretation, application or violation of policies, agreements or administrative decisions affecting them.

2. On grievances alleging a misinterpretation, misapplication or alleged violation of the expressed terms of this Agreement may be processed beyond Step 2 of this procedure. A grievance may be brought by an individual officer, group of officers, SOA, or the Township of Aberdeen.

3. Should the current levels of employee insurance contribution not be maintained during the life of this Agreement as specified in Article 32 and Article 33, the matter may be processed to arbitration as timely under the grievance procedure of the collective bargaining agreement. This shall apply also to retirees covered under this Agreement.

C. GRIEVANCE SPECIFICITY:

A written grievance must identify the grievant by name; set forth with reasonable particularity a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged; the time and place of occurrence of said act; the Employer's representative whose action or failure to act forms the basis of the grievance, explaining the precise questions of interpretation, application or alleged violation of such provisions underlying the grievance and must set forth with particularity the remedy sought.

D. STEPS OF THE GRIEVANCE PROCEDURE:

The following constitutes the sole and exclusive method for resolving grievances between the employees or SOA covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent or resolved on a lower level:

1. Step One-Department Head

a. An aggrieved Employee, with the SOA President or his designee, shall submit in writing within thirty (30) calendar days after the aggrieved Employee knew of, or should have known of, the events giving rise to the grievance to the Department Head. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

b. The Department Head shall render a written decision within ten (10) working days from the receipt of the grievance.

2. Step Two-Township Manager

a. In the event a satisfactory settlement has not been reached at Step One or the Department Head fails to respond within the time period prescribed, such Employee may file a signed, written grievance with the Township Manager within seven (7) working days following the written decision of the Department Head or within (7) days of its due date.

b. It is agreed by the parties that no more than one (1)

grievance shall be arbitrated before the same arbitrator at one time.

c. The arbitrator shall be chosen in accordance with the rules and regulations of the Public Employment Relations Commission (PERC). The arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him. He shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplement hereto.

d. In the event that a settlement of a grievance is agreed to by the parties the costs of arbitration that are incurred to that point shall be borne equally by the parties. If the arbitration proceeds to its conclusion, the arbitrator's costs or fees shall be borne equally between the SOA and the Employer. Any other expenses incurred, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

e. The arbitrator shall set forth his findings of the facts and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitration hearing unless agreed to otherwise by the parties.

E. TOWNSHIP GRIEVANCE:

Grievances initiated by the Township shall be filed in writing directly with the SOA within the same period set forth in Step One, Paragraph "a". A meeting between the Township Manager and the SOA representative shall be held within five (5) working days of the receipt of said filing in an earnest effort to amicably settle the grievance. In the event no amicable settlement shall be reached, the procedure set forth in Step Three shall be applied.

ARTICLE 43
MANAGEMENT RIGHTS

SOA recognizes that Employer has those rights set forth under the Laws of the United States, State of New Jersey and the Township of Aberdeen and the Rules and Regulations of Civil Service.

ARTICLE 44

LEGAL ACTIONS AGAINST OFFICERS

A. Employer agrees to provide permanent members of the Police Department with the necessary means for defending any action or legal proceeding brought against such member which arises out of or is incidental to the performance of his duties or employment by Aberdeen Township or a criminal proceeding instituted as a result of a complaint on behalf of Aberdeen Township. If any such disciplinary or criminal proceeding instituted by or on complaint of Aberdeen Township shall be dismissed or finally determined in favor of the police officer, he shall be reimbursed for the expense of his defense.

ARTICLE 45

DEFINITIONS

<u>Anniversary Date:</u>	Permanent appointment to department as certified by Civil Service.
<u>Assignment:</u>	The setting or fixing to a specific purpose or task within the department by the Chief of Police or Township Manager.
<u>Base Salary:</u>	Shall mean the officer's salary as reflected in Article 35 and, where applicable, the detective increment and college credit compensation, and longevity payments.
<u>Day Off:</u>	A twenty-four (24) hour period during which no work is performed for the employer.
<u>Disability Retirement:</u>	When deemed unfit to perform duties by a physician and not felt to be likely to recover, an officer may withdraw or be withdrawn from active service. See Civil Service Regulations and Pension Rules and Regulations.
<u>Early Relief:</u>	Officers may arrange for early relief with any other officer of equal status. See Federal Law 29 CFR Part 553. 15 (Lateral change without overtime).
<u>Emergency:</u>	An unforeseen or unexpected combination of circumstances which create demands beyond the capacity of manpower normally scheduled and adequate for the regular operation of the department, or where the safety of the public or other officers is endangered or imperiled.
<u>Employer:</u>	Shall mean Aberdeen Township and those officials so elected, appointed or assigned to handle the affairs of the Township of Aberdeen.
<u>Executive Officer:</u>	Any officer having the rank of Chief or Captain of Police.
<u>Immediate Family:</u>	Any one or more of the following: spouse, children, parents, brother or sister, spouse's

parents, spouse's brother or sister, or relative or dependent living under the same roof on a permanent basis.

Immediate Superior:

Officer of rank of Sergeant or above assigned as supervisor or overseer of a group of officers or officer.

Injury on Duty:

Shall be considered injury or illness incurred while the employee is working in any Township authorized activity in keeping with State Law or Applicable Court decisions.

Maintenance Allowance:

Money paid in advance to cover cost of cleaning and alterations to uniforms and/or equipment including replacement. To be paid to each officer on or before April 15th of the year.

Off Duty

Time when no work is performed for the Employer.

Officer:

As defined in Law Enforcement Employee section of Federal Law 29 CFR Part 553.4, "A sworn member of a body of trained persons who are empowered by law to enforce various laws designated to maintain public peace and order and to protect both life and property from accidental or willful injury and to prevent and detect crimes. One who has the power of arrest." All permanent members of the Aberdeen Township Police Department, exclusive of Special Officers and CETA employees.

On Call:

Officer expected to remain where he can be reached by phone and could report at headquarters in one hour or less if called.

<u>Probation:</u>	Period from date of initial appointment to a date twelve (12) months from the date of satisfactory completion of the State approved Police Academy course.
<u>Ranking Officer:</u>	Officer with rank of Lieutenant or above.
<u>Sick Day:</u>	Day when work is scheduled, but not performed because of sick leave.
<u>Sick Leave:</u>	Paid leave as a result of personal or immediate family illness.
<u>Trading Time:</u>	As defined in Federal Law 29 CFR Park 553.16 permitting officers to substitute for another officer to permit that officer to absent himself from work for personal pursuits without overtime.
<u>Work Day:</u>	Eight consecutive hours of work, inclusive of meal period, followed by sixteen hours off duty.
<u>Work Week:</u>	Five (5) consecutive work days followed by not less than two (2) days off.

ARTICLE 46
DURATION OF CONTRACT

This Agreement shall become effective on January 1, 1994, regardless of date of execution and shall continue in full force and effect up to and including December 31, 1997.

By July 1st of the last year of this Agreement the parties shall commence good faith negotiations toward a successor contract.

If negotiations have not been concluded prior to the termination date, this Agreement shall remain in full force and effect after expiration of the contract.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

Attest:

TOWNSHIP OF ABERDEEN

By: _____
Mayor

POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL #163
SUPERIOR OFFICER'S ASSOCIATION

By: _____

By: _____

By: _____

By: _____

Steps	1994	1995	1996	1997
START	\$22,000	\$22,000	\$22,000	\$22,000
STEP1	\$25,000	\$25,000	\$25,000	\$25,000
STEP2	\$26,000	\$27,001	\$27,889	\$28,545
STEP3	\$27,000	\$28,040	\$28,962	\$29,643
STEP4	\$28,500	\$29,597	\$30,571	\$31,289
STEP5	\$30,000	\$31,155	\$32,180	\$32,936
STEP6	\$31,500	\$32,713	\$33,789	\$34,583
STEP7	\$33,422	\$34,708	\$35,850	\$36,693
STEP8	\$34,902	\$36,245	\$37,438	\$38,318
STEP9	\$36,382	\$37,782	\$39,026	\$39,943
STEP10	\$37,890	\$39,349	\$40,644	\$41,599
STEP11	\$39,399	\$40,915	\$42,262	\$43,255
STEP12	\$40,952	\$42,529	\$43,928	\$44,960
STEP13	\$42,504	\$44,141	\$45,593	\$46,664
STEP14	\$43,746	\$45,430	\$46,925	\$48,027
STEP15	\$44,367	\$46,075	\$47,591	\$48,709
STEP16	\$44,988	\$46,720	\$48,257	\$49,391

May 28, 1996

MEMORANDUM OF UNDERSTANDING

The memo of understanding is entering into between the Superior Officers Association of the Township of Aberdeen and the Township of Aberdeen represented by Mark Coren, Township Manager and is subject to the ratification of the membership of the Superior Officers Association and the Council of the Township of Aberdeen.

The collective bargaining agreement between the Superior Officer Association and the Township of Aberdeen is hereby amended as follows:

- 1. Article 24, section 5-a., is hereby amended to increase the maximum lump sum compensation at retire for the buy out of sick leave to \$15,000 effective January 1, 1997.
- 2. Article 30, section a is hereby amended to increase, effective January 1, 1995, the longevity payments based on the following schedule:

a. 6-10 years	\$1,000
b. 11-15 years	\$1,307
c. 16-20 years	\$1,606
d. 21-25 years	\$2,000
e. 25 plus	\$2,150

- 3. Article 32 and Article 33 are hereby amended to include the following co-payments, effective July 1, 1996, on insurance premiums from all members of the unit including those employees who retire during the term of this agreement:

a. Dental	\$ 8.44 monthly
b. Prescription	\$11.00 monthly
c. Hospitalization	\$22.00 monthly
(Family coverage)	

Should the current levels of employee contribution not be maintained during the life of this agreement the matter may be processed to arbitration as timely under the grievance procedure as provided in Article 42 of the collective bargaining agreement. This shall apply also to retirees covered under this agreement.

- 4. Article 34 is hereby amended to increase, effective January 1, 1996, the uniform maintenance allowance from \$740 per year to \$995 per year.
- 5. Article 35 is hereby amended to increase the salary of the members of the unit by the following percentages starting with the calender year 1994. Payment of retroactive salaries shall be consistent with past process in with the Township of Aberdeen.
 - a. 1994, 4.50%
 - b. 1995, 4.50%
 - c. 1996, 4.00%
 - d. 1997, 3.25%
- 6. The term of the agreement shall be from January 1, 1994 to December 31, 1997.

in practice within

Richard Deere
Richard Deere
James E. Deere
David P. Deere
For more info
Harvey Deere

Mark Coren
 Mark Coren
 Township Manager

SUPERIOR OFFICERS ASSOCIATION

ABERDEEN P.B.A. LOCAL 163

1 ABERDEEN SQUARE ABERDEEN, NJ 07747

May 16, 1996

FILE

TO: Mark Coren, Manager
FROM: Rick Derechailo
RE: Contract Proposal

The S.O.A. agrees to the following items:

1.) Salaries
1994 +4.5%
1995 +4.5%
1996+ 4.0%

2.) Insurance Co-payments

Effective 7/1/96

Dental \$ 8.44 / month
Prescription 11.00 / month
Hospitalization \$22.00 / month
(family)

3.) Clothing Allowance

Increase from \$ 740 to \$995 effective 1/1/96

4.) Longevity

Increase effective 1/1/95 according to following schedule:

6	-	10	\$ 1,000
11	-	15	\$ 1,307
16	-	20	\$ 1,606
21	-	25	\$ 2,000
25	+		\$ 2,150

5.) Sick Time Buyout

1997 - \$ 15,000

The S.O.A. submits the following proposal for 1997:

MC 1.) 1997 ~~+ 3.5%~~ *3.25%* *Q*
2.) ~~No Co-payments for retirees~~

* Retro-pay to be computed according to past practice.